

1 ANDREW H. WILSON, ESQ. - State Bar #063209
WILSON, RYAN & CAMPILONGO
2 235 Montgomery Street, Suite 450
San Francisco, California 94104
3 (415) 391-3900

4 Laurie J. Bartilson
BOWLES & MOXON
5 6255 Sunset Boulevard, Suite 2000
Hollywood, California 90028
6 (213) 661-4030

7 Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL
8

RECEIVED

NOV 08 1993

HUB LAW OFFICES

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF MARIN

11 CHURCH OF SCIENTOLOGY)
12 INTERNATIONAL, a California not-)
for-profit religious corporation;)

13 Plaintiff,)

14 vs.)

15 GERALD ARMSTRONG; DOES 1 through)
16 25, inclusive,)

17 Defendants.)
18

Case No. 157680

**DECLARATION OF ANDREW H.
WILSON IN OPPOSITION TO
THE MOTION TO COMMENCE
COORDINATION PROCEEDINGS**

Date: November 12, 1993

Time: 9:00 a.m.

Dept: 1

Trial Date: None

19 ANDREW H. WILSON deposes and says:

20 1. My name is Andrew H. Wilson and I am one of the attorneys
21 responsible for the representation of the Plaintiff in this action.
22 I have personal knowledge of the facts set forth in this Declaration
23 and could competently testify thereto if called as a witness.

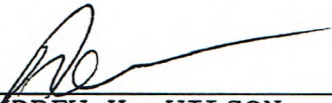
24 2. Attached hereto and incorporated herein as Exhibit A is a
25 true and correct copy of a grant deed from Michael Walton and Solina
26 Walton, husband and wife granting the subject property to Solina
27 Walton, a married woman as her sole and separate property. The real
28 property located in Marin County which is the subject matter of this

WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

1 fraudulent conveyance action.

2 3. Attached hereto and incorporated herein as Exhibit B is a
3 true and correct copy of a letter dated August 15, 1993 from Gerald
4 Armstrong to me which I received on or about that date.

5 I declare under penalty of perjury pursuant to the laws of the
6 State of California that the foregoing is true and correct.
7 Executed this 5th day of November, 1993 at San Francisco, Califor-
8 nia.

9 
10 _____
11 ANDREW H. WILSON
12 Attorneys for Plaintiff
13 Church of Scientology
14 International
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RECORDING REQUESTED BY AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO: NAME STREET ADDRESS CITY STATE ZIP SOLINA WALTON 707 FAWN DRIVE SAN ANSELMO CA 94960 Title Order No. _____ Escrow No. _____	93-060832 Recorded Official Records County of MARIN JAMES DAL BON Recorder 1:00pm 30-Jul-93	Rec Fee 8.00 Cash 8.00 XX 2
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APN 177-122-17

GRANT DEED

DOCUMENTARY TRANSFER TAX \$ _____

computed on full value of property conveyed, or

computed on full value less liens and encumbrances remaining at time of sale.

Signature of Declarant or Agent Determining Tax _____ Date Made _____

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged, I (We), MICHAEL L. WALTON AND SOLINA BEHBEHANI-WALTON, husband and wife as Joint Tenants

grant to SOLINA WALTON, a married woman as her sole and separate property

all that real property situated in the City of _____

(or in an unincorporated area of) MARIN County, California,

described as follows (insert legal description):

See legal description attached hereto and made a part hereof

Assessor's parcel No. 177-122-17

Executed on July 20, 1993, at San Anselmo, CA

STATE OF CALIFORNIA

COUNTY OF Marin

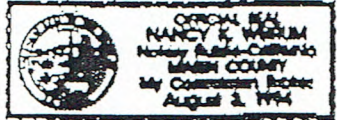
On this 29th day of July, in the year 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared

Michael L. Walton
Solina Behbehani-Walton

(or proved to me on the basis of satisfactory evidence) to be the person S whose name S subscribed to the within instrument, and acknowledged to me that S executed it.

WITNESS my hand and official seal.

Nancy K. Williams
Notary Public in and for said State



MAIL TAX STATEMENTS TO SAME AS ABOVE

Said land is situated in the County of Marin, State of California.

PARCEL ONE

PARCEL TWO as shown upon that certain Parcel Map entitled, "Parcel Map Lands of California Land Title Portion Lands described in book 2887 of Official Records, at page 367, also being portion of Lots 501 and 501-A unrecorded Map of Sleepy Hollow Acres, Vicinity of San Anselmo, Marin County, California, filed for record April 8, 1976 in Volume 12 of Parcel Maps, at page 43, Marin County Records.

EXCEPTING THEREFROM that portion deeded to Alain Pigois and Nina Pigois, husband and wife, as community property, by Deed recorded February 27, 1989, Serial No. 89 13373.

PARCEL TWO

AN EASEMENT for ingress, egress and public utility purposes described as follows:

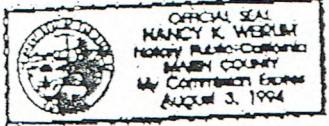
BEGINNING at a point on the centerline of Fawn Drive, said point being the most southwesterly corner of Parcel 3, as shown upon that certain map entitled, "Parcel Map Lands of California Land Title Portion Lands described in Book 2887 of Official Records, at page 367, also being a portion of Lots 501 and 501-A, unrecorded Map of Sleepy Hollow Acres, Vicinity of San Anselmo, Marin County, California", filed for record April 9, 1976 in Volume 12 of Parcel Maps, at page 43, Marin County Records, said point also being the intersection of the calls "South 26° 20' East 135 feet and North 63° 40' East 20 feet" as contained in Parcel 2 of the Deed executed by California Land Title Company, a corporation to Michael C. McCuckin, et ux, recorded March 26, 1976 in Book 3010 of Official Records, at page 190, Marin County Records; thence from said point of beginning and along the exterior boundary of said Parcel 3, North 63° 40' East 20 feet; thence North 75° 07' 20" East 164.00 feet; thence leaving said exterior boundary of Parcel 3, North 12° 41' East 85.00 feet; thence North 30° 45' West 126.00 feet, thence North 11° 30' East 79.22 feet to the northwesterly boundary of Parcel 1, as shown upon that certain map referred to hereinabove; thence along the exterior boundary of said Parcel 1, South 84° 00' West 75.70 feet to the most northerly corner of the parcel of land described in the Deed executed by Charles E. Robertson, et ux, to Paul Hopkins Talbot, Jr., et ux, recorded January 30, 1956 in Book 1002 of Official Records, at page 623, Marin County Records; thence continuing along said exterior boundary of Parcel One, South 21° 53' 30" East 111.77 feet, thence leaving said exterior boundary of Parcel 1, South 18° 45' East 95.06 feet thence South 21° 48' West 70.66 feet; thence South 75° 07' 20" West 160.00 feet to the centerline of Fawn Drive; thence along the exterior boundary of said Parcel 3, also being the centerline of "Fawn Drive, South 26° 20' East 24.46 feet to the point of beginning.

A.P. 177-122-17

ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Marin

On 7/29/93 before me, Nancy K. Weirum, Notary Public, personally appeared Michael C. Weirum and Solina C. Weirum, wife personally known to me — OR — proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Nancy K. Weirum
(Signature)

CAPACITY CLAIMED BY SIGNER

- Individual
- Agent
- Officer
- Director
- Partner
- Trustee
- Executor
- Administrator
- Other



THE GERALD ARMSTRONG CORPORATION
715 Sir Francis Drake Boulevard
San Anselmo, California 94960

Gerald Armstrong
President

FAX COMMUNICATION COVER SHEET

DATE: August 15, 1993
TO: Andrew H. Wilson, Esquire
TELEPHONE: (415)391-3900
FAX TELEPHONE: (415)954-0938
FROM: Gerald Armstrong
TELEPHONE: (415)258-0360
FAX TELEPHONE: (415)456-5318
PAGES INCLUDING COVER SHEET: 6
ACCOMPANYING DOCUMENT: Letter

INSTRUCTIONS: Remember honor.

August 15, 1993

Andrew H. Wilson, Esquire
Wilson, Ryan & Campilongo
235 Montgomery Street
Suite 450
San Francisco, CA 94105

BY FAX (415)954-0938

Re: CSI v. GERALD ARMSTRONG;
MICHAEL WALTON;
TEE-GEE-ACK,
Marin Superior Court No. 157680

Dear Mr. Wilson:

The above-referenced lawsuit has become Armstrong IV, and CSI v. Gerald Armstrong and Tee-Gee-Ack, LA Superior Court No. BC 084642, is Armstrong III. Armstrong II and I you and I and the courts are all clear about already.

What you have done in filing this lawsuit which you know to be bogus is dishonorable. I am preparing a litigation resolution, but it is a huge, month-consuming task, and I thought maybe there was still an opportunity for something different from litigation which could end it right away. As you know this is what I've tried to do for over 11 years, without, as you also know, much success. Nevertheless, I will attempt again an appeal for sense, so am writing you, this lawsuit's executioner, this letter.

So far, because nobody has come forward to say what I say I am having to say it myself. Appealing first to your fiscal psyche (you wouldn't argue that you're in it for the money, right?) I have spent some forty-one hours on IV, so let's say, \$2255.00, and \$400.00 costs. I'm not sure what Michael Walton's fees and costs are, but I'm fairly sure that if you decided to dismiss the complaint and withdraw the lis pendens immediately he would not object, and would be, I think, fair, in not only fees and costs but damages. An apology would be helpful, but I doubt that he'd even ask for one, let alone insist. In any case, now, as always, is certainly the time, if sense is to be a factor in this senseless lawsuit.

Having said that, I should acknowledge that I am not unaware of the fact that you have a monstrous monetary motivation to have the attacks on your client's "enemies" go on the rest of your career. There is some risk in this to your money mountain, of course, because a malicious prosecution action becomes so obvious in this litigation's solution to itself. Do not therefore, transfer any of your assets from this day forward, because there exists from the time of your first threat in the Armstrong II depositions, and, for your client, from December 6, 1986, a claim, regarding which I urge you to transmit a copy of this

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letter to your insurance carrier. I also urge you to divulge to your carrier all of the facts known by you to underlie not only the Armstrong IV complaint, but II and III, which you have also prosecuted maliciously. If you didn't have a clue about what you were up to before this, please let this be clear notice. While you're at it, be sure to not withhold all the statements you're aware of that I've made that I represent to be fact, and which I say underlie I through IV. If I handled your insurance I would sure tell you to either dismiss IV, or get out of it if your client refuses to allow you to; and the same with II and III. If you're not depending on insurance, but your client's promise to pay for your defense and damages, I suppose I'd have to admit that to prolong your career you'd want to generate as many malicious lawsuits as humanly possible.

There is, then, the matter of your career, short, long or prolonged. I may have a different idea from yours about lawyers, good ones and bad. It's easy to see, in order to stay blind, that making a mess of money, by any means, makes a lawyer good. To me, money and goodness are, in all arguable relationships, unrelated. It is honesty, fairness, discipline, sense and support for those things in justice's system that make goodness in lawyers. Some good lawyers are rich, some are poor. Some bad lawyers are rich, and some again are poor, but all bad lawyers are dishonest, unfair, undisciplined and dense, and it's they who give their profession the reputation it shouldn't deserve. As I said, however, you may have a different view, perhaps something more Hubbardian, of a career in goodness or badness.

Please do not kid yourself that because I have not been destroyed utterly, as Hubbard ordered in his basic litigation policies, your lawsuits are not terrifying, and do not profoundly distress me. Only a madman, even in this litigious land, is not threatened by being named a defendant in any lawsuit to which our courts give numbers and their awful power. Only Rip Van Winkle would not recognize your client as the most vicious litigation machine this land has ever beheld. I am neither mad nor Rip.

You and I both know that your lawsuits are frivolous; but please also realize that I am aware that you know that the fact of their frivolousness does not diminish their danger. In fact, as we both know, their frivolous nature adds to the threat. The organization, as you know, because you know of intel ops going down all the time and sign your name to much of the frivolity, uses litigation to cover, divert attention from, and render incredible or plausibly deniable what's really going on: its secret war of secret meetings, secret orders, secret operatives, secret files, secret accounts, of ambushes, assaults, arsenals and abominations. The latest frivolous flurry - Armstrong III and IV, and their now growing case files - I view as a render-

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incredible operation. Your client's position would be, "Why would we kill Armstrong; after all we had just sued him and expected to get a judgment against him for millions of dollars?" If you consider in your assisting of your client that it is too rational or controlled to engage in something as unseemly as assassination, please be on notice that it is neither.

You know me. You've deposed me. You've seen me in courtrooms and hallways. You've read my letters, and either read dozens of my deposition transcripts and volumes of my declarations, or you've deliberately not read them in order for rotten reasons to keep yourself ignorant. You promised to ask your client, David Miscavige, to return the manuscript he had stolen from my car. You've read my IRS book manuscript. You know of operations, PIs, intel, lies, assaults, a list of lawfirms, lawsuits, lawyers and losses as long as your leg. You know that thousands (the org has been saying six million for twenty years; but in any case plenty) of persons around the world are available as perjurers, paralegals or pawns to assist you to assist your client in its litigation goals.

The obvious goals of the II, III and IV litigation package are to silence me and take revenge for my refusal to be silenced. In furtherance of those goals, in Armstrong IV you seek to take away my friend Michael Walton's house, cause him and his family trouble, and in all your lawsuits to cause me trouble, and attack Tee-Gee-Ack's assets and cause it trouble. The organization has other goals in the Armstrong litigation that really are intended to feed its insatiable intelligence appetite, which it camouflages with the uproariously transparent label of "legitimate discovery." It should be clear after three years (using your also uproarious date of February, 1990), three lawsuits, three shots at contempt, more than three media mentions, at least three more books on the subject, and a screen play, that I cannot legally be silenced. Your client's waivers of any right or standing to enforce the now unmercifully silly settlement agreement are strewn along the litigation's length. That aspect of your war with me has long since been lost. The courts of this country have not acceded to your demands that I be silenced, and now they never will.

Without a prayer of achieving its litigation goal of silence, the organization is left with only naked revenge for my rejection of its suppression. Our courts, as you might remember, have often acted to prevent their participation in litigation for revenge; often enough, I would think, to give pause to anyone but the completely insane who would contemplate their use for that base purpose. Revenge itself, a basic Hubbardian policy, although not an invention for which either his estate or the organization holds the patent, is what makes the completely

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insane completely insane and certainly insane enough to blind themselves to how crazy revenge really is. It can never accomplish its goal, has no real effect, but since its practitioners consider its effects real (otherwise why indulge in it) it does have the apparent effect of rendering them crazier and crazier. That effect is apparent in the 4 Armstrong cases; the practitioners therein have become crazier and crazier.

There is a legal point, concerning which revenge admittedly may have blinded you, that, even if you decide not to dismiss or exit Armstrong IV, I request that you respond to immediately. You have claimed that:

"Beginning in February, 1990, and continuing unabated until the present, Armstrong has breached the Agreement wilfully and repeatedly, including, inter alia, the provisions of Paragraph 7(D) of the Agreement which require Armstrong to pay plaintiff liquidated damages for each such breach." (Complaint, p. 7, para. 22)

The settlement agreement states at page 8, para. 7(D) that the organization "would be entitled to liquidated damages in the amount of \$50,000 for each such breach." If my breaching of the agreement has continued unabated, there could have been but one breach from February, 1990 forward. Your breaking of that big, bountiful and, as you say, unabated, breach into artificial parts is a contrivance to pad your client's damages, which is, funnily enough, frigging fraud; and I would appreciate your addressing of that damage padding fraud in your response to this letter.

I have written you and Ms. Bartilson before on the subject of mitigation of damages, and I have felt that it is something you have both not well understood, but I will try again here. I have a duty to mitigate damages, and I am damaged each time you tack on another 50 G's for every artificial part into which you divide my life. You have also noted, as I've noted above, that my breaching of the agreement has continued unabated since 1990. It is my duty, therefore, to continue that breach unabated until the agreement is rescinded and no longer exists to be breached. This letter thus also serves to advise you and your client that I am continuing unabated. Please also advise your client to not waste its victims "donations" sending around its camera-toting PIs to try to catch me in an instant when I am doing something other than my unbroken breach. If I am not heard to be breaching the agreement at any moment, I have not stopped doing so, but am just between words or breaching in a whisper. Even in my sleep, though I may not be somniloquizing, I am in every instant breaching the agreement. Please be assured that it is my intention to thus do without ceasing whatever I can to mitigate my damages; and your client's. Even a fool would see that it would be stupid of me to belay my thus far unabated breach, because your client will just do something, as it has done, also

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relatively unabatedly, from December, 1986 through present time, to force, goad, trick or trap me into a second breach. Obviously the resolution lies in what I've been saying for years: rewrite the settlement agreement.

If you haven't sensed that your client is paying you to give it only bad advice, please do so now. If you're being paid to not advise your client, be advised that practically anyone (even I) can give it the same advice for practically nothing. I actually do have some advice for both you and your client. Please, look into your hearts and truly question the sense of what you do. If you have trouble looking into your hearts, give me a call because I can help.

And that brings us to the non-litigation resolution of your client's problems, which is really the purpose of this letter. If I really desired to foment litigation, as you repeat so religiously, would I honestly have been so dedicated through all these years to having your client realize the futility of litigation as the solution to its problems? The fact that it sees litigation as a solution is really why its problems persist. Honest, open communication would work, but your client refuses to try it, opting instead for the avoidance of communication by hiding behind layers of lawyers and litigation. Its communications not screened through its lawyers are dishonest and secret. Its leaders hide behind their "own" lawyers and layers of lies and should not be its leaders because its people deserve in their leaders courage, honesty and openness. So again, I extend to you and to your client the invitation to meet with me honestly and openly for the purpose of communication towards the resolution of our conflicts. I will wait until August 17 before I do anything more with this letter. I'm now up to 45 1/2 hours and working hard.

Please look in your hearts and see what you find there.

With a prayer for peace, I remain, yours sincerely,

Gerald Armstrong
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415)456-8450

Hub Law Offices
711 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415)258-0360
Fax 456-5318

A handwritten signature in black ink, appearing to be 'G. Armstrong', written over a large, loopy scribble that extends across the right side of the page.